

# Memorandum



**Date:** January 22, 2014

**To:** Honorable Chairwoman Rebeca Sosa  
and Members, Board of County Commissioners

Agenda Item No. 8(F)(6)

**From:** Carlos A. Gimenez  
Mayor

**Subject:** Lease Agreement with the Center of Information and Orientation Located at 1600 NW 6 Court, Florida City, Florida – Lease No. 16-7824-015-0171-L02

## **Recommendation**

It is recommended that the Board of County Commissioners (Board) approve the attached resolution, which authorizes the execution of a Lease Agreement between the County and the Center of Information and Orientation (Tenant). More specifically, the resolution does the following:

- Authorizes the leasing of 132 square feet of air-conditioned office space at the Florida City Neighborhood Service Center located at 1600 NW 6 Court, Florida City, Florida, which is operated by Community Action and Human Services (CAHS).
- Authorizes an initial lease term of one year, with five, one-year renewal options.

## **Scope**

The property is located in County Commission District 9, which is represented by Commissioner Dennis C. Moss.

## **Fiscal Impact/Funding Source**

The revenues to the County for the first year of the lease are estimated to be \$1,456.33, which are comprised of \$982.33 in rent (\$7.44 per square foot) plus an estimated \$474.00 to cover estimated operating expenses. The cumulative revenues to the County for the initial one-year and the five, one-year renewal option periods are estimated to be \$9,420.12, which are comprised of \$6,576.12 in rent and \$2,884.00 to cover estimated operating expenses. The rent will be adjusted annually by three percent, and is factored into the figures for the renewal option periods.

## **Track Record/Monitoring**

The County has no record of negative performance issues with the Center of Information and Orientation. Ronald Abate, Real Estate Development Division, Internal Services Department is the lease monitor.

## **Delegation of Authority**

Authorizes the County Mayor or the County Mayor's designee to execute the attached lease agreement and exercise renewal and cancellation provisions, and all other rights conferred therein.

## **Background**

The Center of Information and Orientation has been at this location since 2009, with the original lease between the County and the Tenant approved by the Board through R-668-09. The purpose of the Center is to provide housing referral services to HIV/AIDS clients. The Center occupies 132 square feet in the Florida City Neighborhood Service Center facility where administrative and referral services are provided.

Additional Lease details are as follows:

TENANT: The Center of Information and Orientation, a Florida Not-for-Profit Corporation.

LEASE TERM: One year, plus five additional one-year renewal option periods.

EFFECTIVE DATES: Commencing on the first day of the month following the effective date of the resolution approving this lease agreement, and terminating one year thereafter.

RENTAL RATE: The current annual rent, per the existing lease, is \$1,427.78, which is comprised of \$953.75 in rent (\$7.22 per square foot) plus \$474.00 in operating expenses. The revenues for the first year of the proposed lease are estimated to be \$1,456.33, which are comprised of \$982.33 in rent (\$7.44 per square foot) plus an estimated \$474.00 in estimated operating expenses. The rent will be adjusted annually by three percent and is factored into the numbers explained in the fiscal impact section.

LEASE CONDITIONS: The Tenant is responsible for telephone and data equipment, installation and any maintenance. The County is responsible for water, electricity and general facilities maintenance and repairs, custodial and janitorial services.

CANCELLATION PROVISION: Either party may cancel at any time and for any reason by giving the other 60 days written notice prior to its effective date.

Attachment



---

Russell Benford  
Deputy Mayor




## MEMORANDUM

(Revised)

**TO:** Honorable Chairwoman Rebeca Sosa  
and Members, Board of County Commissioners

**DATE:** January 22, 2014

**FROM:**   
R. A. Cuevas, Jr.  
County Attorney

**SUBJECT:** Agenda Item No. 8(F)(6)

Please note any items checked.

- ☐ "3-Day Rule" for committees applicable if raised
- ☐ 6 weeks required between first reading and public hearing
- ☐ 4 weeks notification to municipal officials required prior to public hearing
- ☐ Decreases revenues or increases expenditures without balancing budget
- ☐ Budget required
- ☐ Statement of fiscal impact required
- ☐ Ordinance creating a new board requires detailed County Mayor's report for public hearing
- ☐ No committee review
- ☐ Applicable legislation requires more than a majority vote (i.e., 2/3's \_\_\_\_, 3/5's \_\_\_\_, unanimous \_\_\_\_ ) to approve
- ☒ Current information regarding funding source, index code and available balance, and available capacity (if debt is contemplated) required

Approved \_\_\_\_\_ Mayor  
Veto \_\_\_\_\_  
Override \_\_\_\_\_

Agenda Item No. 8(F)(6)

1-22-14

RESOLUTION NO. \_\_\_\_\_

RESOLUTION AUTHORIZING EXECUTION OF A LEASE AGREEMENT AT THE FLORIDA CITY NEIGHBORHOOD SERVICE CENTER, 1600 NW 6 COURT, FLORIDA CITY, WITH THE CENTER OF INFORMATION AND ORIENTATION, FOR PREMISES TO BE UTILIZED AS OFFICE SPACE, WITH A TOTAL FISCAL IMPACT TO THE COUNTY ESTIMATED TO BE \$9,420.14 IN REVENUE OVER THE INITIAL LEASE TERM AND THE ADDITIONAL FIVE ONE-YEAR RENEWAL OPTION PERIODS; AND AUTHORIZING THE COUNTY MAYOR OR THE COUNTY MAYOR'S DESIGNEE TO EXERCISE ANY AND ALL OTHER RIGHTS CONFERRED THEREIN

**WHEREAS**, the Center of Information and Orientation, Inc. a Florida not-for-profit corporation, organized for the purpose of providing referral services for housing services to residents affected with the Human Immune Deficiency Virus, "HIV"; and

**WHEREAS**, the Center of Information and Orientation, Inc., a Florida not-for-profit corporation, desires to lease certain County-owned property located at the Florida City Neighborhood Service Center, 1600 N.W. 6 Court, Building B, Florida City, to be utilized as administrative offices for the purpose of providing referral services and housing services to residents affected with the "HIV"; and

**WHEREAS**, the County is satisfied that pursuant to Section 125.38, Florida Statutes, the Center of Information and Orientation, Inc., a Florida not-for-profit corporation, does require a County-owned property for such use and the property is not otherwise needed for County purposes; and

**WHEREAS**, this Board desires to accomplish the purposes outlined in the accompanying memorandum, a copy of which is incorporated herein by reference,

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF MIAMI-DADE COUNTY, FLORIDA,** that this Board approves the Lease Agreement between Miami-Dade County and The Center of Information and Orientation, for premises to be utilized as office space, wherein written referral services for housing services will be provided for persons affected with HIV, generating an estimated \$1,456.22 in revenue over the initial lease term, and a cumulative amount of \$9,420.12 in revenue if the additional five, one-year renewal option periods are exercised, in substantially the form attached hereto and make part hereof; authorizes the County Mayor or the Mayor's designee to execute same for and on behalf of Miami-Dade County; and authorizes the County Mayor or the Mayor's designee to exercise any and all other rights conferred therein.

The foregoing resolution was offered by Commissioner  
who moved its adoption. The motion was seconded by Commissioner  
and upon being put to a vote, the vote was as follows:

Rebeca Sosa, Chairwoman  
Lynda Bell, Vice Chair

Bruno A. Barreiro  
Jose "Pepe" Diaz  
Sally A. Heyman  
Jean Monestime  
Sen. Javier D. Souto  
Juan C. Zapata

Esteban L. Bovo, Jr.  
Audrey M. Edmonson  
Barbara J. Jordan  
Dennis C. Moss  
Xavier L. Suarez

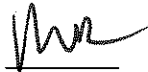
The Chairperson thereupon declared the resolution duly passed and adopted this 22<sup>nd</sup> day of January, 2014. This resolution shall become effective ten (10) days after the date of its adoption unless vetoed by the Mayor, and if vetoed, shall become effective only upon an override by this Board.

MIAMI-DADE COUNTY, FLORIDA  
BY ITS BOARD OF  
COUNTY COMMISSIONERS

HARVEY RUVIN, CLERK

By: \_\_\_\_\_  
Deputy Clerk

Approved by County Attorney as  
to form and legal sufficiency.



Monica Rizo

## LEASE AGREEMENT

THIS AGREEMENT made on the       day of       , 2013, by and between MIAMI-DADE COUNTY, a political subdivision of the State of Florida, herein sometimes designated or referred to as the "LANDLORD," and the CENTER OF INFORMATION AND ORIENTATION, INC., a Florida Not-for-Profit Corporation, hereinafter referred to as the "TENANT,"

### WITNESSETH:

That LANDLORD, for and in consideration of the restrictions and covenants herein contained, hereby leases to TENANT and TENANT hereby agrees to lease from LANDLORD the Demised Premises described as follows:

132 square feet of office space located at the Florida City Neighborhood Service Center, 1600 N.W. 6<sup>th</sup> Court, Florida City, Florida 33034.

TO HAVE AND TO HOLD unto said TENANT for a term of One (1) year, with five (5) one-year renewal option periods. Commencing on the first day of the next calendar month following the effective date of the resolution by the Board of County Commissioners approving this Lease Agreement, (the "Commencement Date"), and terminating One (1) year thereafter, for and at an annual rental of One Thousand Four Hundred Fifty Six and 33/100 Dollars (\$1,456.33), payable in twelve (12) equal monthly installments of One Hundred Twenty One and 36/100 Dollars (\$121.36), payable in advance on the first day of every month to the Board of County Commissioners, c/o The Community Action and Human Services Department, Office of Administration, Financial Services Division, 701 N.W. 1<sup>st</sup> Court, Suite 10-170, Miami, Florida 33136, or at such other place and to such other person as LANDLORD may from time to time designate in writing as set forth herein.

IT IS FURTHER MUTUALLY UNDERSTOOD AND AGREED BY THE RESPECTIVE PARTIES HERETO:

**ARTICLE I**  
**USE OF LEASED PROPERTY**

The Demised Premises shall be used by TENANT for administrative offices, and to provide referral and housing services for persons with HIV. TENANT's use of the space shall be during the days and hours that the Florida City Neighborhood Service Center ("Center") is open to the public, except at such other time approved by the Center Director in writing. TENANT shall comply with the rules, regulations and procedures of the Center as such may exist and be changed during the term of this Lease Agreement.

**ARTICLE II**  
**CONDITION OF LEASED PROPERTY**

TENANT hereby accepts the leased property in the condition it is in at the beginning of this Lease Agreement. Upon expiration of this lease agreement any fixtures and improvements added by TENANT will become the property of the LANDLORD.

**ARTICLE III**  
**UTILITIES**

The LANDLORD, during the term hereof, shall pay all reasonable charges for water, electricity, general facility maintenance and repairs, custodial and janitorial services used by TENANT, consistent with the terms of this Lease Agreement. TENANT shall take all reasonable actions to reduce these charges to LANDLORD. TENANT, throughout the term of this Lease Agreement, shall be responsible for telephone and data equipment, installation, maintenance and any costs associated with phones and data service, installation and equipment.

**ARTICLE IV**  
**MAINTENANCE**

The LANDLORD agrees to maintain and keep in good repair, condition, and appearance, during the term of this Lease Agreement or any extension or renewal thereof, the exterior and interior of the building.

TENANT agrees to maintain and keep in good repair, condition, and appearance, during the term of this Lease Agreement or any extension or renewal thereof, the Demised Premises. TENANT shall be responsible for and shall repair any damage caused to the Demised Premises as a result of



TENANT or TENANT's agents, employees, invitees, or visitors negligence, ordinary wear and tear excepted. LANDLORD shall notify TENANT after discovering any damage which TENANT is responsible for repairing and TENANT shall make the necessary repairs promptly after said notice.

#### **ARTICLE V** **ALTERATIONS BY TENANT**

TENANT may not make any alterations, additions, or improvements in or to the Demised Premises without the written consent of LANDLORD. All additions, fixtures, or improvements (except but not limited to store and office furniture and fixtures which are readily removable without injury to the Demised Premises) shall be and remain a part of the Demised Premises at the expiration of this Lease Agreement. Subject to the above, removable partitions, and furnishings installed by TENANT within the Demised Premises shall remain TENANT's property and may be removed by TENANT upon the expiration of the Lease Agreement or any renewal or cancellation thereof. In case of damage, the area of removal shall be repaired and brought back to its original condition at TENANT's expense.

#### **ARTICLE VI** **DESTRUCTION OF DEMISED PREMISES**

In the event the Demised Premises should be destroyed or so damaged by fire, windstorm, or other casualty to the extent that the Demised Premises are rendered untenable or unfit for the purpose of TENANT, either party may cancel this Lease Agreement by the giving of thirty (30) days' prior written notice to the other. If either the Leased Premises or the leased buildings are partially damaged due to TENANT's negligence, but not rendered unusable for the purposes of this Lease Agreement, the same shall with due diligence be repaired by TENANT at its own cost and expense. If the damage shall be so extensive as to render such Demised Premises unusable for the purposes intended, but capable of being repaired within thirty (30) days, the damage shall be repaired with due diligence by TENANT from the proceeds of the insurance coverage policy and/or at its own cost and expense. In the event that said Demised Premises are completely destroyed due in any part to TENANT's negligence, TENANT shall repair and reconstruct the Demised Premises so that they equal

the condition of the Demised Premises on the date possession was given to TENANT. In lieu of reconstructing, TENANT shall pay to LANDLORD an amount equal to the cost to LANDLORD to restore the Demised Premises to their original condition. The election of remedies shall be at the sole discretion of LANDLORD.

#### **ARTICLE VII ASSIGNMENT**

Without the written consent of LANDLORD first obtained in each case, which consent may be withheld in LANDLORD's sole and absolute discretion, TENANT shall not assign, sublet, transfer, mortgage, pledge, or dispose of this Lease Agreement or the term hereof.

#### **ARTICLE VIII NO LIABILITY FOR PERSONAL PROPERTY**

All personal property placed or moved in the Demised Premises above described shall be at the risk of TENANT or the owner thereof. LANDLORD shall not be liable to TENANT or any third party for any damage to said personal property unless caused solely by or due solely to negligence of LANDLORD, LANDLORD's agents or employees, subject to all limitations of Florida Statutes, Section 768.28.

#### **ARTICLE IX LANDLORD'S RIGHT OF ENTRY**

LANDLORD or any of its agents shall have the right to enter said leased property during all reasonable working hours to examine same or to make such repairs, additions or alterations as may be deemed necessary for the safety, comfort, or preservation thereof. Said right of entry shall likewise exist for the purpose of removing placards, signs, fixtures, alterations or additions which do not conform to this Lease Agreement.

#### **ARTICLE X PEACEFUL POSSESSION**

Subject to the terms, conditions, and covenants of this Lease Agreement, LANDLORD agrees that TENANT shall and may peaceably have, hold, and enjoy the leased property above described, without hindrance or molestation by LANDLORD.

**ARTICLE XI**  
**SURRENDER OF LEASED PROPERTY**

TENANT agrees to surrender to LANDLORD, at the end of the term of this Lease Agreement or any extension thereof, said Demised Premises in as good a condition as said Demised Premises were at the beginning of the term of this Lease Agreement, ordinary wear and tear, windstorm or other acts of God excepted.

**ARTICLE XII**  
**INDEMNIFICATION AND HOLD HARMLESS**

TENANT shall indemnify and hold harmless the LANDLORD and its officers, employees, agents and instrumentalities from any and all liability, losses, or damages, including attorney fees and costs of defense, which the LANDLORD or its officers, employees, agents or instrumentalities may incur as a result of claims, demands, suits, causes of actions or proceedings of any kind or nature arising out of, relating to or resulting from the performance of the Lease Agreement by the TENANT or its employees, agents, servants, partners, principals or subcontractors. TENANT shall pay all claims and losses in connection therewith, and shall investigate and defend all claims, suits, or actions of any kind or nature in the name of the LANDLORD, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorney's fees which may issue thereon. TENANT expressly understands and agrees that any insurance protection required by this Lease Agreement or otherwise provided by TENANT shall in no way limit the responsibility to indemnify, keep and save harmless and defend the LANDLORD or its officers, employees, agents and instrumentalities as herein provided. The provisions of this section shall survive the termination or expiration of this Lease Agreement.

**ARTICLE XIII**  
**LIABILITY FOR DAMAGE OR INJURY**

LANDLORD shall not be liable for any damage or injury which may be sustained by any party or person on the Demised Premises other than the damage or injury caused solely by the negligence of LANDLORD, its officers, employees, agents, invitees, or instrumentalities, subject to all limitations of Florida Statutes, Section 768.28.

//

**ARTICLE XIV**  
**SUCCESSORS IN INTEREST**

It is hereby covenanted and agreed between the parties that all covenants, conditions, agreements, and undertakings contained in this Lease Agreement shall extend to and be binding on the respective successors and assigns of the respective parties hereto, the same as if they were in every case named and expressed.

**ARTICLE XV**  
**CANCELLATION**

**CANCELLATION By LANDLORD:** The occurrence of any of the following shall cause this Lease Agreement to be terminated by the LANDLORD upon the terms and conditions also set forth below:

A. Automatic Termination:

- (1) Institution of proceedings in voluntary bankruptcy by the TENANT.
- (2) Institution of proceedings in involuntary bankruptcy against the TENANT if such proceedings continue for a period of ninety (90) days.
- (3) Assignment by TENANT for the benefit of creditors.

B. Termination after ten (10) days written notice by the LANDLORD by certified or registered mail to TENANT for doing any of the following:

- (1) Non-payment of any sum or sums due hereunder after the due date for such payments; provided, however, that such termination shall not be effective if TENANT makes the required payment(s) during the ten (10) calendar day period following mailing of the written notice.
- (2) Notice of any condition posing a threat to health or safety of the public or patrons and not remedied within the ten (10) day period from receipt of written notice.

C. Termination after thirty (30) days from receipt by TENANT of written notice by certified or registered mail to the address of the TENANT as set forth below:

- (1) Non-performance of any covenant of this Lease Agreement other than non-payment of rent and others listed in A and B above, and failure of the TENANT to remedy such breach within the thirty (30) day period from receipt of the written notice.
- D. A final determination in a court of law in favor of the LANDLORD in litigation instituted by the TENANT against the LANDLORD or brought by the LANDLORD against TENANT.
- E. LANDLORD through its County Manager or his designee, shall have the right to cancel this Lease Agreement or any portion thereof, at any time by giving the TENANT at least sixty (60) days written notice prior to its effective date.

**CANCELLATION By TENANT:** The TENANT, shall have the right to cancel this Lease Agreement at any time by giving the LANDLORD at least sixty (60) days written notice prior to its effective date.

#### **ARTICLE XVI** **OPTION TO RENEW**

Provided this Lease is not otherwise in default, TENANT is hereby granted the option to renew this Lease for five (5) additional one-year renewal option periods, upon the same terms and conditions, except that the rental amount shall be adjusted based upon an annual review and determination by Miami-Dade County Department of Human Services of the operational costs of the building, by giving LANDLORD notice in writing at least ninety (90) days prior to the expiration of this Lease or any extension thereof.

#### **ARTICLE XVII** **NOTICES**

It is understood and agreed between the parties hereto that written notice addressed and sent by certified or registered mail, return receipt requested, first class, postage prepaid and addressed as follows:

**LANDLORD:**

Miami-Dade County  
Internal Services Department  
Real Estate Development Division  
111 N.W. 1st Street, Suite 2460  
Miami, Florida 33128-1907

**With Copy to:**

Center of Information and Orientation, Inc.  
181 N.E. 82 Street, 2<sup>nd</sup> Floor  
Miami, Florida 33138

**TENANT:**

Center for Information and Orientation, Inc.  
1600 N.W. 6 Court  
Florida City, Florida 33034

Notices provided herein in this paragraph shall constitute sufficient notice to TENANT to comply with the terms of this Lease Agreement or required by law.

**ARTICLE XVIII**  
**INSURANCE**

Prior to occupancy, TENANT shall furnish to the Real Estate Development Division of Miami-Dade County, c/o Internal Services Department, 111 N.W. First Street, Suite 2460, Miami, Florida 33128-1907, certificate(s) of insurance which indicate(s) that insurance coverage has been obtained which meets the requirements as outlined below:

- A. Public Liability Insurance, in an amount not less than \$300,000 combined single limit per occurrence for bodily injury and property damage. MIAMI-DADE COUNTY must be shown as an additional insured with respect to this coverage.
- B. Automobile Liability Insurance, covering all owned, non-owned, and hired vehicles used in connection with the Lease Agreement in an amount not less than \$300,000 combined single limit for bodily injury and property damage.
- C. Workman's Compensation Insurance as required by Chapter 440, Florida Statutes.

The insurance coverage required shall include those classifications as listed in Standard Liability Insurance Manuals which most nearly reflect the operations of TENANT UNDER this Lease Agreement.

The insurance policies required above shall be issued by companies authorized to do business under the laws of the State of Florida, with the following qualifications as to management and financial strength:

The Company must be rated no less than "B" as to management, and no less than "Class V" as to financial strength, by the latest edition (1986 or later) of Best's Insurance Guide, published by A. M. Best Company, Oldwick, New Jersey, or its equivalent subject to the approval of the County Risk Management Division.

or

The Company must hold a valid Florida Certificate of Authority as shown in the latest "List of All Insurance Companies Authorized or Approved to Do Business in Florida", issued by the State of Florida Department of Insurance and must be members of the Florida Guaranty Fund.

Certificates will indicate that no modification or change in insurance shall be made without thirty (30) days' written advance notice to the certificate holder.

Compliance with the foregoing requirements shall not relieve TENANT of its liability and obligations under this Section or under the Indemnification and Hold Harmless Article, or any other portion of this Lease Agreement.

TENANT shall be responsible for assuring that the insurance certificates required in conjunction with this section remain in full force for the duration of this Lease Agreement. If insurance certificates are scheduled to expire during the term of the Lease Agreement, TENANT shall be responsible for submitting new or renewed insurance certificates to the LANDLORD at a minimum of thirty (30) days in advance of such expiration.

#### **ARTICLE XIX**

#### **PERMITS, REGULATIONS**

TENANT covenants and agrees that during the term of this Lease Agreement, TENANT will obtain any and all necessary permits and approvals and that all uses of the leased property will be in conformance with all applicable laws, including all applicable zoning regulations.

Any and all charges, taxes, or assessments levied against the Demised Premises shall be paid

by TENANT and failure to do so will constitute a breach of this Lease Agreement.

**ARTICLE XX**  
**FORCE MAJEURE**

TENANT and LANDLORD shall be excused for the period of any delay and shall not be deemed in default with respect to the performance of any of the non-monetary terms, covenants, and conditions of the Lease Agreement when prevented from so doing by cause or causes beyond TENANT's or LANDLORD's control, excluding filing of bankruptcy, but which shall include, without limitation, all labor disputes, governmental regulations or controls, fire or other casualty, acts of God, or any other cause, whether similar or dissimilar to the foregoing, not within the control of TENANT or LANDLORD.

**ARTICLE XXI**  
**WAIVER**

If under the provisions hereof, LANDLORD or TENANT shall institute proceedings and a compromise or settlement thereof shall be made, the same shall not constitute a waiver of any covenant herein contained nor of any of LANDLORD's or TENANT'S rights hereunder, unless expressly stated in such settlement agreement. No waiver by LANDLORD or TENANT of any provision hereof shall be deemed to have been made unless expressed in writing and signed by both parties. No waiver by LANDLORD or TENANT of any breach of covenant, condition, or agreement herein contained shall operate as a waiver of such covenant, condition, or agreement itself, or of any subsequent breach thereof. No payment by TENANT or receipt by LANDLORD of lesser amount than the monthly installments of rent (or additional rent obligations stipulated) shall be deemed to be other than on account of the earliest stipulated rent nor shall any endorsement or statement on any check or letter accompanying a check for payment of rent or any other amounts to LANDLORD be deemed an accord and satisfaction and LANDLORD may accept such check or payment without prejudice to or waiver of



LANDLORD's right to recover the balance of such rent or other amount owed or to pursue any other remedy provided in this Lease Agreement. No reentry by LANDLORD and no acceptance by LANDLORD of keys from TENANT shall be considered an acceptance of a surrender of this Lease Agreement.

## **ARTICLE XXII** **DEFAULT OF TENANT**

If TENANT shall fail to pay any monthly installment or item of rent on the date when the same becomes due or shall violate or fail to perform any of the other conditions, covenants, or agreements herein made by TENANT, and if such violation or failure continues for a period of thirty (30) days after written notice thereof to TENANT by LANDLORD (except for failure to pay rent, which shall have a ten (10) day period for cure after written notice thereof to TENANT by LANDLORD, and further, if TENANT shall be diligently attempting to cure such failure to perform any other conditions, covenants, or agreements, the time to cure such failure shall be extended for so long as TENANT shall diligently prosecute such cure), then LANDLORD may proceed with any remedy available at law or in equity in the State of Florida or by such other proceedings, including reentry and possession, as may be applicable. All rights and remedies of LANDLORD under this Lease Agreement shall be cumulative and shall not be exclusive of any other rights and remedies provided to LANDLORD under applicable law.

## **ARTICLE XXIII** **ADDITIONAL PROVISIONS**

### **1. Mechanic's, Materialmen's and Other Liens**

TENANT agrees that it will not permit any mechanic's, materialmen's or other liens to stand against the Demised Premises for work or materials furnished to TENANT; it being provided, however, that TENANT shall have the right to contest the validity thereof. TENANT shall immediately pay any judgment or decree rendered against TENANT, with all proper costs and charges, and shall cause any such lien to be released off record without cost to LANDLORD.

### **2. Non-Discrimination**

The Board of County Commissioners declared and established as a matter of policy, by

Resolution No. 9601 dated March 24, 1964, that there shall be no discrimination based on race, color, creed, or national origin and Resolution No. 85-92 dated January 21, 1992, that there shall be no discrimination on the basis of disability in connection with any County property or facilities operated or maintained under lease agreement, license, or other agreement from MIAMI-DADE COUNTY or its agencies.

TENANT agrees to comply with the intention of Resolution No. 9601 dated March 24, 1964 and Resolution No. 85-92 dated January 21, 1992, involving the use, operation, and maintenance of the property and facilities included in this Lease Agreement.

#### **ARTICLE XXIV HOLDOVER**

If TENANT, with LANDLORD's consent, remains in possession of the Demised Premises after expiration of the term and if LANDLORD and TENANT have not executed an expressed written agreement as to such holding over, then such occupancy shall be a tenancy from month to month at a monthly rental for the first month, after expiration of the term, equivalent to one hundred percent (100%) of the monthly rental in effect immediately prior to expiration, such payments to be made as herein provided. In the event of such holding over, all of the terms of the Lease Agreement including the payment of all charges owing hereunder other than rent shall remain in force and effect on said month to month basis.

#### **ARTICLE XXV RADON GAS**

Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risk to persons who are exposed to it over time. Levels of radon that exceed Federal and State Guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from your county public health unit.

#### **ARTICLE XXVI GOVERNING LAW**

This Lease Agreement, including any exhibits or amendments, if any, and all matters relating

thereto (whether in contract, statute, tort or otherwise) shall be governed by and construed in accordance with the laws of the State of Florida.

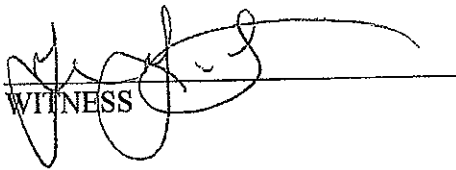
**ARTICLE XXVII**  
**WRITTEN AGREEMENT**

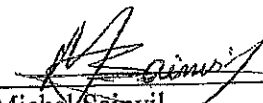
This Lease Agreement contains the entire agreement between the parties hereto and all previous negotiations leading thereto, and it may be modified only by resolution approved by the Board of County Commissioners.

IN WITNESS WHEREOF, LANDLORD and TENANT have caused this Lease Agreement to be executed by their respective and duly authorized officers the day and year first above written.


(CORPORATE SEAL)

CENTER OF INFORMATION AND  
ORIENTATION, INC.  
A Florida Not-for-Profit Corporation

  
WITNESS

By:   
Michel Sainvil  
Executive Director

(TENANT)

  
WITNESS

(OFFICIAL SEAL)

ATTEST:

HARVEY RUVIN, CLERK

MIAMI-DADE COUNTY, FLORIDA  
BY ITS BOARD OF COUNTY COMMISSIONERS

By: \_\_\_\_\_  
DEPUTY CLERK

By: \_\_\_\_\_  
Carlos A. Gimenez  
Mayor  
(LANDLORD)